

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE HOUSING AUTHORITY OF THE CITY OF HOUSTON

HOUSING AUTHORITY OF THE CITY OF HOUSTON

VOLUNTARY COMPLIANCE AGREEMENT

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I. INTRODUCTION

The Housing Authority of the City of Houston (HACH or the Authority) owns, operates, or controls a public housing program consisting of housing and non-housing programs that includes, but is not limited to, common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs and day care facilities. *See* HACH's List of Properties, attached as **Appendix A**. HACH receives various Federal funds to operate, maintain, and make capital improvements to these projects. The U.S. Department of Housing and Urban Development (HUD or the Department) has funded the HACH's projects, in part, through the provision of operating subsidies, capital funding (including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants).

The HACH is subject to Federal civil rights laws and regulations. *See* Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Title II of the Americans with Disabilities Act of 1990 (ADA)²; the Fair Housing Act of 1968, as amended (Fair Housing Act)³; the Architectural Barriers Act of 1968⁴, Section 109 of the Housing and Community Development Act of 1974 (Section 109)⁵ and the respective implementing regulations for each Act. *See* also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of the HACH's Annual Contributions Contract (ACC) with HUD.

During the week of May 3, 2004, the Department conducted a compliance review under the authorities of Section 504 and Title II of the ADA. The Department reviewed HACH's programs, services and activities. The Department's review included a review of HACH's application and admissions process; tenant selection and assignment; maintenance services; the designated accessible housing units, including common areas; and housing and non-housing programs and activities. In addition, the Department conducted an accessibility review of the

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

² 42 U.S.C. §§ 12101 *et seq.*; 28 C.F.R. Part 35

³ 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

⁴ 42 U.S.C. §§ 4151-4157.

⁵ 42 U.S.C. §§ 5301 *et seq.*; 24 C.F.R. §§ 570.601 and 570.602

HACH's Main Administration Building. The Department's review also included the examination of HACH's waiting lists, resident applications and reasonable accommodation requests. In addition, the Department reviewed HACH's current policies and procedures, including HACH's Admissions and Continued Occupancy Policy (ACOP), the Reasonable Accommodation, Transfer and Occupancy Policies. Finally, the Department conducted interviews with HACH residents and staff.

HUD's review revealed deficiencies related to the physical accessibility of the common areas and individual housing units, as well as deficiencies in HACH's current policies and procedures. On September 10, 2004, the Department issued its preliminary Letter of Findings of Non-Compliance (LOF) with Section 504 and Title II of the ADA.

On October 4, 2004, HACH responded to the Department's LOF and requested an additional thirty days to request review of the Department's findings. On October 13, 2004, the Department granted the requested thirty-day extension. On November 8, 2004, HACH submitted its request for review to the Department's LOF, as permitted under 24 C.F.R. § 8.56 (h)(1). On January 14, 2005, the Department upheld the findings set forth in the LOF and, pursuant to 24 C.F.R. § 8.56 (h)(3), issued a final determination of non-compliance.

II. DEFINITIONS

Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), *See* 24 C.F.R. §§ 8.3, 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible.

Accessible Route – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; 28 C.F.R. § 35.151; and UFAS § 4.3. (*See also* definitions of “Dwelling Unit” and “Non-Housing Programs”.)

Adaptable – The ability of certain elements of an otherwise accessible dwelling unit such as kitchen counters, sinks and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability. *See* 24 C.F.R. § 8.3.

Alterations – Any change in a facility or its permanent fixtures or equipment, including remodeling, renovation, rehabilitation, reconstruction, changes or rearrangement in structural parts and extraordinary repairs. *See* 24 C.F.R. § 8.3.

Auxiliary Aids – Services that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the length and complexity of the communication involved. *See* 24 C.F.R. § 8.3.

Development – The whole of one or more HACH-owned residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for

Federal financial assistance or application for assistance; or are treated as a whole for processing purposes, whether or not located on a common site.

Dwelling Unit – A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.

Effective Date - The effective date of this Agreement is the date of the last signature in Section IX.

HACH – The officers, directors, agents (including contractors), employees and successors or assigns of The Housing Authority of the City of Houston.

Non-Housing Programs - All or any HACH-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. A Non-Housing Program includes, but is not limited to, common areas, entrances, elevators, the HACH on-site offices (excluding HACH's Main Administrative Offices which are defined separately as "Administrative Offices"), community centers (including restrooms), day care facilities (including restrooms), corridors, hallways, meeting rooms, recreation rooms, senior citizen centers (including restrooms), social service offices, mail delivery, laundry rooms/facilities and trash disposal. Furthermore, Non-Housing Programs include any aid, benefit or service provided by the HACH, policies, administrative procedures, services, and non-tangible matters whose operation contribute to the application for housing, full enjoyment of housing, and full participation in HACH's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and Non-Housing Programs, they fall within the provisions of this Agreement.

Person With a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment; or, is regarded as having such an impairment. *See* 24 C.F.R. § 8.3.

Reasonable Accommodation – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, facility or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing), service or activity.

Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. *See* UFAS § 3.5.

Total Housing Units – The total number of public housing units published in HUD's Public and Indian Housing Information Center (PIC) as of June 17, 2005 and as reflected in **Appendix A**.

UFAS – Effective July 11, 1988, the design, construction, or alteration of buildings in conformance with §§ 3-8 of the Uniform Federal Accessibility Standards (UFAS) shall be deemed to comply with the requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25.

UFAS-Accessible Unit – A dwelling unit that is designed, constructed, altered or adapted to comply with UFAS and is located on an Accessible Route, as defined in this Agreement. The

unit can be approached, entered and used by persons with disabilities, including individuals who use wheelchairs, and located on an Accessible Route, as defined in this Agreement. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route and when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue financial and administrative burden. [See Notice PIH 2003-31 (HA), issued November 26, 2003, attached as **Appendix B.**] The accompanying Non-Housing Programs must also be accessible unless HACH can demonstrate that the structural alterations needed to make the Non-Housing Programs accessible are structurally impracticable or would create an undue financial and administrative burden.

III. GENERAL PROVISIONS

- A. This Voluntary Compliance Agreement applies to all Federally funded projects, related facilities, and programs or activities that the HACH, its agents, successors, and assigns or beneficiaries own, control, operate or sponsor. This Agreement also applies to HACH's public housing units in HOPE VI revitalization projects.
- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of the HACH and HUD. This Agreement shall remain in effect until the HACH has satisfactorily completed the provisions set forth in this Agreement; or for a minimum of four (4) years after the effective date of this Agreement, whichever is later.
- C. HACH's Annual and Five Year Plans must be consistent with the requirements of this Agreement. HACH shall amend those Plans, as necessary, in order to ensure the adoption of the requirements of this Agreement, including policies with respect to tenant selection and assignment; planning and completion (including reservation of sufficient funding) of modifications to housing units, HACH's Administrative Office, HACH's Training Institute and HACH's Non-Housing Programs, in order to provide accessibility for persons with disabilities.
- D. Notwithstanding any notice or consultation requirements of this Agreement, HACH shall comply with the notice and consultation requirements of HUD's Public Housing Agency Plan ("PHA Plan") regulation at 24 C.F.R. Part 903.
- E. The Department may amend upward the minimum five percent (5%) requirement, as set forth in Section IV. (C) (1)(a) of this Agreement, if the Department determines, pursuant to 24 C.F.R. §§ 8.22 (c) and 8.23 (b)(2), that the needs of income eligible persons with disabilities in the City of Houston for UFAS-Accessible Units exceeds five percent (5%). *See also* 24 C.F.R. § 8.25 (c).
- F. This Agreement shall serve as HACH's Transition Plan with respect to and in compliance with the provisions of programs for persons with disabilities. *See* 24 C.F.R. §§ 8.21 (c)(4), 8.24 (d) and 8.25 (c).
- G. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.

- H. This Agreement does not affect the ability of HUD or HACH to take action under appropriate statutory or regulatory authorities unrelated to issues covered by this VCA.
- I. Upon the effective date of this Agreement, this VCA is a public document. A copy of this Agreement shall be made available to any person for his/her review, in accordance with the Freedom of Information Act and Privacy Act Procedures to which the Department and HACH are subject.
- J. For the purpose of this Agreement, if the reporting day falls on a weekend or a Federal holiday, the report will be due the first business day after the weekend or holiday.
- K. For the purpose of this Agreement, the reporting materials must be mailed to the following: (1) Mr. Garry L. Sweeney, Director, Region VI, Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 801 Cherry Street, P.O. Box 2905, Fort Worth, Texas 76113-2905; (2) Mr. Daniel Rodriguez, Director, Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, 1301 Fannin, Suite 2200, Houston, Texas 77002; and (3) Ms. J. Sue Tarver, Houston Site Office, Office of Fair Housing and Equal Opportunity, 1301 Fannin, Suite 2200, Houston, Texas 77002.
- L. The HACH shall provide a copy of reporting data it generates to comply with this Agreement to any person, upon request, in accordance with HACH's Freedom of Information Act and Privacy Act procedures. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- M. To the extent that any prior HUD guidance (written or oral) in the form of waivers, administrative decisions, letters, opinions, or similar guidance regarding HACH's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, and/or the Fair Housing Act conflicts with this Agreement, this Agreement is the controlling document from the effective date of this Agreement.
- N. This Agreement does not supersede, or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- O. This Agreement does not affect any requirements for HACH to comply with all requirements of Section 504, the ADA and/or the Fair Housing Act not addressed in this Agreement.
- P. All covered multifamily dwellings built for first occupancy after March 13, 1991, shall also be designed and constructed to comply with the Fair Housing Act. *See* 42 U.S.C. § 3604(f)(3)(C) and 24 C.F.R. § 100.205.
- Q. The HACH shall hire or appoint appropriate personnel to oversee compliance with the provisions of this Agreement.
- R. This Agreement and the requirements herein are controlling in the event that a court orders the HACH to provide a lesser number of units accessible to persons with disabilities than the requirements stated in this Agreement, and HUD is not a party to the litigation.
- S. The HACH agrees to enter into this Voluntary Compliance Agreement ("Agreement" or "VCA") in order to comply with its responsibilities under Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act and their respective regulations and to

avoid burdensome and costly litigation which may result from contesting the Department's final determination issued on January 14, 2005. This Agreement is in compromise and settlement of disputed claims between HACH and the Department. By entering into this Agreement with the Department, HACH does not admit any wrongdoing or violation of any statute, regulation or Department policy.

IV. SPECIFIC PROVISIONS

A. VOLUNTARY COMPLIANCE AGREEMENT ADMINISTRATOR

1. Upon the effective date of this Agreement, Mr. Horace Allison will serve as the VCA Administrator.
2. The VCA Administrator will report directly to the Executive Director of the HACH.
3. The VCA Administrator will be responsible for coordinating all compliance activities under this Agreement and shall serve for the duration of the VCA. Specifically, the VCA Administrator will be responsible for the following:
 - a. implementation of the provisions of this Agreement;
 - b. submission of all reports, records and plans required by this Agreement; and
 - c. coordination of the activities of the HACH personnel who will assist the VCA Administrator in implementing this Agreement.
4. The HACH shall commit sufficient resources so that the VCA Administrator can successfully accomplish these objectives.
5. In the event that the VCA Administrator resigns or is otherwise terminated prior to the expiration of this Agreement, the HACH shall designate an Acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator. Upon designation, HACH shall provide HUD with the name of the individual selected to serve as the acting VCA Administrator.
6. Within sixty (60) days of the termination or resignation of the VCA Administrator, HACH shall select a new VCA Administrator. Upon designation, the HACH shall provide HUD with written notice of the new VCA Administrator.

B. SECTION 504/ADA ADMINISTRATOR

1. Pursuant to 24 C.F.R. § 8.53 (a), 28 C.F.R. § 35.107 and this Agreement, HACH shall designate an employee as its Section 504/ADA Administrator to: (1) coordinate HACH's compliance with Section 504 and HUD's implementing regulations; (2) assume the duties set forth in this Agreement including, but not limited to, implementation of the policies and procedures set forth in Paragraph IV. (F); and (3) coordinate HACH's compliance with Title II of the ADA.
2. Upon the effective date of this Agreement, Ms. Kathryn Van Nostrand will serve as HACH's Section 504/ADA Administrator.

3. In the event that the employee serving as HACH's Section 504/ADA Administrator on the effective date of this Agreement resigns or is otherwise terminated prior to the expiration of this Agreement, the HACH shall designate an Acting Section 504/ADA Administrator within fourteen (14) days of the resignation or termination of the Section 504/ADA Administrator. Upon designation, HACH shall provide HUD with the name of the individual selected to serve as the Acting Section 504/ADA Administrator.
4. Within ninety (90) days of the resignation or termination of the Section 504/ADA Administrator, HACH shall hire or appoint a new Section 504/ADA Administrator. The individual fulfilling this role must have prior relevant experience to demonstrate expertise in and knowledge of Section 504, Title II of the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations, including the relevant accessibility standards. Upon selection, HACH shall provide HUD with the name of the individual selected to serve as the Section 504/ADA Administrator and a copy of the Administrator's resume and/or curriculum vitae.

C. HOUSING PROGRAMS

1. Provision of UFAS-Accessible Units

- a. The HACH shall construct or convert a **minimum of five percent (5%), or One Hundred Eighty (180) of its 3,583 Total Housing Units**, as delineated at **Appendix A, UFAS-Accessible** subject to the requirements of the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2).
- b. The construction or conversion of these units shall commence no later than thirty (30) days following HUD's approval of the **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), below.
 - (i) Nothing in this Agreement diminishes HACH's obligation to comply with 24 C.F.R. §§ 8.4(b)(1)(i) and (ii), which prohibits recipients from providing housing to qualified persons with disabilities that is not equal to that afforded others; or providing housing to qualified persons with disabilities that is not as effective in affording the individual with an equal opportunity to achieve the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others. In addition to the UFAS requirement at § 4.34(15)(c), all sleeping areas must be on an accessible route and when more than one bathroom is provided in a housing unit, additional bathrooms must be accessible, unless structural alterations are impractical or would create an undue administrative and financial burden beyond the control of the HACH. *See* Notice PIH 2003-31 (HA), issued November 26, 2003, attached as **Appendix B**.
- c. The HACH **must demonstrate the completion of the construction or conversion of 180 Total Housing Units**, as described in Paragraph IV. (C)(1)(a), above, within four (4) years of the effective date of this Agreement. Unless otherwise agreed by HUD pursuant to HUD's approval of HACH's **UFAS-Accessible Unit Plan**, described in Paragraph IV. (C)(2), below, HACH will demonstrate the completion of the following:

- (i) thirty-five (35) units described in Paragraph IV. (C)(1) no later than one (1) year from the effective date of the Agreement;
 - (ii) an additional fifty (50) units described in Paragraph IV. (C)(1) no later than two (2) years from the effective date of the Agreement;
 - (iii) an additional fifty (50) units described in Paragraph IV. (C)(1) no later than three (3) years from the effective date of the Agreement; and
 - (iv) an additional forty-five (45) units described in Paragraph IV. (C)(1) no later than four (4) years from the effective date of the Agreement.
- d. As stated in Paragraph III. (C), HACH shall reserve sufficient funding to achieve the annual rates for completion of UFAS Accessible units set forth in Paragraph IV. (C)(1)(c).
 - (i) In the event that HACH believes that emergencies or reductions in funding not anticipated or forecast in the Annual and Five Year Plans will require an adjustment of the annual rates for completion, HACH shall notify HUD in writing of the reason(s) why it seeks an adjustment of the annual rate. If HUD disputes HACH's request for an adjustment or needs more time to evaluate HACH's request, HUD shall notify HACH within the timeframes for HUD's review of HACH's Annual Plan. In addition, if HACH believes funding is insufficient to complete all of the units in four (4) years, it may submit, no later than thirty (30) days after the conclusion of the third year of this Agreement, a request to extend the timeframe for production of UFAS Accessible units for an additional year. Such a request must contain the same supporting information as required above, as well as proposed production schedules for the remaining term of the Agreement.
 - (ii) HUD shall consider in good faith any reasonable request for an adjustment of the annual rates for completion of UFAS Accessible Units. However, HUD retains the final authority to determine whether an adjustment will be made. Given the need for HACH to prioritize and complete these UFAS Accessible Units to come into compliance with Section 504 and HUD's implementing regulations, HACH requests for adjustments in the annual rate will **not** be granted in instances where HACH seeks to divert available funds to meet the annual rates to discretionary or non-emergency programs.
- e. A UFAS-Accessible Unit will not be deemed completed under Paragraph IV. (C)(1)(c) until the Non-Housing Programs serving that unit are accessible to persons with disabilities. HACH's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate HACH's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible units. The Non-Housing Program Accessibility Plan, referenced in Paragraph IV. (D)(1), below, will identify those Non-Housing Programs that are currently inaccessible to persons with disabilities and coordinate the timeframes for completion of modifications to the Non-Housing Programs and UFAS-Accessible Unit Plan.

2. **UFAS-Accessible Unit Plan**

- a. Within one hundred twenty (120) days of the effective date of this Agreement, the HACH will submit, for HUD's review and approval, its **UFAS-Accessible Unit Plan** for all developments identified in **Appendix A**. HUD will provide the HACH with its approval, or comments, within forty-five (45) days of receipt of both the HACH's proposed **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, referenced in Paragraph IV. (D)(1).
 - (i) The **UFAS-Accessible Unit Plan** will be in a format that includes: (1) total number of UFAS-Accessible Units per year; (2) development name and location; (3) bedroom size distribution within each development; (4) demographic data – including household type (based on Form HUD-50058) and type of disability – within development; and (5) accessibility of all Non-Housing Programs at each development, including accessible routes and elevators.
 - (ii) The **UFAS-Accessible Unit Plan** shall include a site map for each development which includes the following: (a) development and unit address; (b) total number of units to be modified or constructed as UFAS-accessible; (c) bedroom size of UFAS-accessible units; (d) current occupancy status of the unit; (e) relocation plan for occupied units; (f) accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites; and (g) the common areas that are currently inaccessible.
 - (iii) The **UFAS-Accessible Unit Plan** will include: (1) interim timeframes and benchmarks for meeting annual rates, as set forth in Paragraph IV. (C)(1)(c); (2) vacancy rates at each development; and (3) crime rates in and around each development. The Plan will address all developments covered under this Agreement, as referenced in **Appendix A**.
 - (iv) Accessible dwelling units required by this Agreement shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout the developments and sites and shall be available in a sufficient range of sizes and amenities so that a qualified individual with disabilities' choice of living arrangements is, as a whole, comparable to that of other persons eligible for housing assistance under the same program. *See* 24 C.F.R. § 8.26.
 - (v) If the **UFAS-Accessible Unit Plan** does not include provisions to provide accessible units in a given development, or if implementation of the Plan would not result in at least five percent (5%) of the units being UFAS-Accessible in a given development, then HACH will provide a detailed explanation, for HUD's review and approval, which includes information regarding structural infeasibility and/or undue financial and administrative burden. The number of UFAS-Accessible Units in any particular development may not exceed twenty-five percent (25%) of the total units in that development.

3. **Certification of UFAS-Accessible Units**

- a. Within one hundred twenty (120) days of the effective date of this Agreement, HACH will submit, for HUD review and approval, the name, qualifications and experience of an independent third-party organization with whom HACH proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. The third-party organization must have experience in reviewing/inspecting architectural design and construction in compliance with Section 504, the ADA and the Fair Housing Act. HUD will provide its approval, or comments, within thirty (30) days of HACH's submission of the proposed third-party organization.
- b. The HUD-approved independent third-party organization, as referenced in Paragraph IV. (C)(3)(a), above, selected to review and certify the modifications made pursuant to this Agreement will be independent of any third-party architectural and/or engineering firm with whom HACH contracts for the purposes of developing the plans/drawings/blueprints for the new construction and/or modifications made pursuant to HACH's UFAS-Accessible Unit Plan and Non-Housing Program Accessibility Plan, as described in Paragraphs IV. (C)(2) and (D)(1), respectively, and the Administrative Office Accessibility Plan and Training Institute Accessibility Plan, as referenced in Paragraphs IV. (D)(2) and (D)(3), respectively.
- c. Within ninety (90) days of HACH's completion of each of the UFAS Accessible Units according to the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2), above, HACH will provide written certification through the HUD-approved independent third-party organization, that the UFAS-Accessible Units, including accessibility to the Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2003-31(HA), and, where applicable, ADA Accessibility Standards and the Fair Housing Act. HACH will submit this documentation to HUD as part of its Quarterly Report. HUD reserves the right to conduct periodic on-site reviews of the completed accessible units to ensure compliance.

4. **Status Reports for UFAS-Accessible Units**

- a. The HACH will provide Quarterly Reports to HUD. The Quarterly Reports will provide the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has been undertaken by development name and complete unit address; and (3) the physical work that has been completed by development name and complete unit address. The Quarterly Report will also provide, for each completed unit, an independent verification of UFAS compliance by development and bedroom size. The Quarterly Report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement.
- b. The HACH will also provide a narrative to describe any delays encountered or anticipated in meeting the interim timeframes and benchmarks identified in the HUD approved UFAS Accessible Unit Plan, referenced in Paragraph IV. (C)(2). HACH's failure to report delays in a timely fashion will have a negative impact on HUD's consideration of any HACH request for adjustments in annual rates

pursuant to Paragraph IV. (C)(1)(d) or attempts to resolve or cure any alleged non-compliance pursuant to Paragraph VIII. (A).

- c. The HACH shall submit quarterly UFAS-Accessible Unit Plan Reports in a format compatible with Microsoft Word XP Professional. The first quarterly UFAS-Accessible Unit Plan Report will be due on November 30, 2005; thereafter, quarterly reports will be due on February 28, 2006; May 31, 2006, etc. Subsequent reports are due at quarterly intervals for the duration of this Agreement.

D. NON-HOUSING PROGRAMS

1. Non-Housing Program Accessibility Plan

- a. Within one hundred twenty (120) days of the effective date of this Agreement, HACH will submit, for HUD's review and approval, its **Non-Housing Program Accessibility Plan**. HUD will provide its approval, or comments, within forty-five (45) days of receipt of both the **Non-Housing Program Accessibility Plan** and the **UFAS-Accessible Unit Plan**, referenced in Paragraph IV. (C)(2) above.
- b. The HACH's **Non-Housing Program Accessibility Plan** will ensure that HACH's Non-Housing Programs are accessible to persons with disabilities. *See* 24 C.F.R. § 8.21. Non-Housing Programs include, but are not limited to, all common areas, accessible routes, management and regional offices (including restrooms), laundry rooms, mail delivery, trash disposal, meeting rooms, recreation rooms, community centers (including restrooms), and day care facilities (including restrooms). *See* 24 C.F.R. § 8.21. This Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) to HACH-sponsored services, programs or activities.
- c. The Non-Housing Program Accessibility Plan must include: (1) specific elements to be made accessible at each development; (2) interim timeframes and benchmarks for meeting annual rates; (3) an annual timetable that coincides with the UFAS-Accessible Unit Plan not to exceed four (4) years for completion of the approved work; and (4) identification of the source of the funding to accomplish each task. The Plan must also include the designated accessible common areas at each development, including, but not limited to, accessible routes, parking, offices, community centers, meeting spaces, recreation centers, playgrounds, laundry facilities, mailboxes and trash collection sites, and common areas that are currently inaccessible. If accessibility to Non-Housing Programs cannot be achieved in a particular development due to structural infeasibility and/or an undue financial and administrative burden, the HACH will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or an undue financial and administrative burden.
- d. The Non-Housing Programs that serve the UFAS-accessible units produced under the HUD-approved UFAS-Accessible Unit Plan, as referenced in Paragraph IV. (C)(2), must be accessible before the UFAS-accessible units will be deemed completed to comply with the annual production rates of UFAS-accessible units as set forth in Paragraph IV. (C)(1)(c). HACH's UFAS-

Accessible Unit Plan and Non-Housing Program Accessibility Plan will coordinate HACH's work to ensure achievement of both non-housing program accessibility and the production of UFAS-Accessible Units.

2. **Main Administrative Offices Accessibility Plan**

- a. Within sixty (60) days of the effective date of this Agreement, the HACH will submit, for HUD's review and approval, its **Main Administrative Offices Accessibility Plan** to make the HACH's Main Administrative Offices located at 2640 Fountain View, Houston, Texas, accessible to persons with disabilities and ensure they comply with the relevant UFAS and ADA Accessibility Standards. HUD will provide its approval, or comments, within forty-five (45) days of receipt of the Main Administrative Offices Accessibility Plan.
- b. Until completion of all modifications to HACH's Main Administrative Offices, HACH shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities currently located in HACH's Main Administrative Offices.
- c. The Main Administrative Offices Accessibility Plan will include accessible routes into and throughout HACH's programs, services and/or activities located at the Main Administrative Offices, accessible parking and transportation stops, including accessible signage.
- d. The Plan must include accessible transportation if transportation is or must be provided to take persons with disabilities (including their accompanying family members and friends without disabilities) from the Main Administrative Offices to HACH-sponsored programs, services or activities.
- e. The Main Administrative Offices Accessibility Plan must include:
 - (i) specific elements to be made accessible;
 - (ii) a timetable not to exceed four (4) months for completing the work;
 - (iii) interim timeframes and benchmarks for meeting the four (4) month deadline; and
 - (iv) identification of the source of funding to accomplish each task.
- f. If accessibility cannot be achieved at a particular space due to structural infeasibility and/or an undue financial and administrative burden, the HACH will provide, for HUD's review and approval, detailed information regarding structural infeasibility and/or undue financial and administrative burden.
- g. Within thirty (30) days of all completed modifications at HACH's Main Administrative Offices, the HACH will provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (C)(3)(a), that HACH's Administrative Offices comply with the accessibility requirements of the UFAS and, where applicable, ADA Accessibility Standards.
- h. HUD reserves the right to conduct periodic on-site inspections of HACH's Main Administrative Offices to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards. In addition,

HUD reserves the right to ensure that the HACH's programs, services and activities located in the Main Administrative Offices are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

3. **HACH Training Institute Accessibility**

- a. Within sixty (60) days of the effective date of this Agreement, HUD will conduct an on-site accessibility review of the HACH Training Institute located in Allen Parkway Village, Houston, Texas and provide HACH with an Accessibility Report that identifies any findings that are in non-compliance with UFAS and, where applicable, the ADA Accessibility Standards.
- b. Within thirty (30) days of HACH's receipt of HUD's Accessibility Report, HACH shall respond in writing outlining how HACH will correct all findings of non-compliance. If HACH believes that resolution of an accessibility modification would require more than sixty (60) days from the date HACH received HUD's Accessibility Report, HACH shall provide HUD with detailed information regarding the proposed resolution(s) and a projected deadline for resolution of the outstanding accessibility modification(s).
- c. Within sixty (60) days of HACH's receipt of HUD's Accessibility Report, HACH will complete the accessibility modifications required to address the findings in HUD's Accessibility Report.
- d. Until completion of all modifications at HACH's Training Institute, HACH shall make reasonable accommodations to persons with disabilities to ensure that persons with disabilities have an equal opportunity to participate in the programs, services and activities conducted by HACH's Training Institute.
- e. HUD reserves the right to conduct periodic on-site inspections of HACH's Training Institute to ensure that the modifications are in compliance with the UFAS and, where applicable, ADA Accessibility Standards. In addition, HUD reserves the right to ensure that the HACH's programs, services and activities located in the HACH Training Institute are accessible to persons with disabilities in compliance with Section 504 and, where applicable, the ADA.

E. NEEDS ASSESSMENT

1. Within one hundred eighty (180) days of adoption of the amended ACOP, as referenced in Paragraph IV. (F)(1)(e), the HACH will submit a **Section 504 Needs Assessment** (Needs Assessment) to HUD for its review and approval. HUD will provide its approval, or comments, to the draft Needs Assessment within forty-five (45) days of receipt. *See* 24 C.F.R. § 8.25 (c).
2. Until the completion of the HUD-approved Needs Assessment, HACH will submit monthly status reports describing HACH's efforts in conducting and completing its Section 504 Needs Assessment. The first monthly report will be due on November 30, 2005; thereafter, monthly reports will be due on December 31, 2005, January 31, 2006, etc.

3. The **Needs Assessment** must include:
 - a. the percentage and number of total housing units that are required to meet the needs of its current residents with disabilities and the needs of persons with disabilities on the HACH's waiting lists;
 - b. the total number and percentage of persons with disabilities; the percentage of persons with each type of disability (including, but not limited to, wheelchair users, mobility aid users, and persons with visual and hearing disabilities, etc.);
 - c. the needs of eligible, qualified individuals in the area, including a reference to the 2000 census data;
 - d. a Transition Plan setting forth the HACH's Plan to achieve program accessibility to ensure that the needs of eligible persons with disabilities may be accommodated proportionately to the needs of eligible persons without disabilities; and
 - e. information that identifies the persons with disabilities or groups representing persons with disabilities in the community who were consulted in the preparation of the Needs Assessment.
4. Within forty-five (45) days of HUD's approval of HACH's Needs Assessment, HUD shall determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraph IV. (C)(1)(a), that HACH must make UFAS-Accessible pursuant to HUD's authority as referenced in 24 C.F.R. §§ 8.22 (c), 8.23 (b)(2) and 8.25 (c). HUD will utilize the Needs Assessment and any other relevant published data to make the determination as to whether more UFAS-Accessible Units are required to meet the needs of income eligible persons with disabilities in the geographic area covered by the Housing Authority of the City of Houston. *See* 24 C.F.R. §§ 8.22 (c), 8.23(b)(2) and 8.25 (c).
5. If HUD determines that this upward adjustment is required, HUD shall notify HACH of a timeframe and process for HACH to modify its UFAS-Accessible Unit Plan to reflect the increased need for additional UFAS-Accessible Units.

F. POLICIES AND PROCEDURES

1. Admissions and Continued Occupancy Policy (ACOP)

- a. Within ninety (90) days of the effective date of this Agreement, the HACH shall submit a proposed, amended Admissions and Continued Occupancy Policy (ACOP) to HUD for its review and approval;
- b. The proposed, amended ACOP will incorporate the Policies and Procedures referenced in this Agreement, as follows:
 - (i) Reasonable Accommodation Policy (Paragraph IV. (F).(3)), attached as Appendix C;
 - (ii) Effective Communication Policy (Paragraph IV. (F).(4)), attached as Appendix D;

- (iii) Residential Lease Agreement (Paragraph IV. (F)(5)), attached as Appendix E;
 - (iv) Preliminary Application (Paragraph IV. (F)(6)); and
 - (v) Occupancy and Transfer Policy (Paragraph IV. (F)(2).
- c. HUD will provide its approval, or comments, to the proposed amended ACOP within forty-five (45) days of receipt;
 - d. Within thirty (30) days of HUD's approval, HACH shall submit the amended ACOP to the HACH Board to be submitted for public comment pursuant to 24 C.F.R. Part 960;
 - e. Within thirty (30) days of the close of the public comment period, the Board shall approve and HACH will fully adopt and implement the amended ACOP.

2. **Occupancy and Transfer Policy**

- a. HACH's amended ACOP, referenced in Paragraph IV. (F)(1) above, shall continue to include the following provisions in its **Occupancy and Transfer Policies** to address the transfers of residents and applicants with disabilities into HACH's UFAS-Accessible Units:
 - (i) transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through HACH's Section 504/ADA Administrator's Office;
 - (ii) when an accessible unit becomes available, the unit will first be offered to a current occupant with disabilities in the same development who requires the accessibility features of the vacant, accessible unit and occupying a unit not having those features;
 - (iii) if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, then it will be offered to a current resident with disabilities residing in another development that requires the accessibility features of the vacant accessible unit and occupying a unit not having these features;
 - (iv) if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list who can benefit from the accessible features of the available, accessible unit;
 - (v) if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, HACH will require the applicant to execute the **Residential Lease Agreement**, referenced in Paragraph IV. (F)(5) and attached as **Appendix E**, that requires the resident to relocate, at HACH's expense, to a non-accessible unit within fifteen (15) days of notice by the HACH that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27.

- b. Within sixty (60) days of the effective date of this Agreement, HACH will develop and maintain, using data collected from each property manager, a Transfer List that prioritizes the transfer of residents with disabilities over new admissions, according to the priorities set forth in the amended ACOP. The Section 504/ADA Administrator will update and maintain the Transfer List on a monthly basis.
- c. The Transfer List will document the following: (i) date and time of each transfer request; (ii) name and address of resident(s); (iii) reason(s) for transfer, including information regarding the resident's reasonable accommodation request(s) and/or request for an accessible unit or a unit with accessible features; (iv) current disposition of transfer request; (v) date of transfer; and (vi) name(s) of resident transferred out of a unit to accommodate a resident's disability per HACH's implementation of the ***Residential Lease Agreement***, attached as **Appendix E**, that requires a resident without a disability to relocate to a vacant, non-accessible unit, at HACH's expense.

3. **Reasonable Accommodation Policy**

- a. Upon the adoption of the amended ACOP, the implementation of the Reasonable Accommodation Policy, attached as **Appendix C**, will commence and HACH's Section 504/ADA Administrator will centralize the HACH's reasonable accommodation process for applicants, residents, and members of the public who participate in HACH programs, as described below, in paragraph IV. (F)(3)(c). The Reasonable Accommodation Policy, attached as **Appendix C**, shall serve as a guide to HACH in developing its Reasonable Accommodation Policy, forms and procedures.
- b. Upon the implementation of the **Reasonable Accommodation Policy**, attached as **Appendix C**, and the reasonable accommodation provisions of the amended ACOP, HACH will develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request. The **Reasonable Accommodation Log** will include documentation regarding: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and (v) documentation reflecting the disposition of the requests.
- c. Upon the implementation of the **Reasonable Accommodation Policy** and the reasonable accommodation provisions of the amended ACOP, each HACH on-site property manager (employee or contract) will maintain a Reasonable Accommodation Log for each reasonable accommodation request received. The Reasonable Accommodation Log will include: (i) the date and time the reasonable accommodation request was received; and (ii) the date and time the site manager referred the request to HACH's Section 504/ADA Administrator for processing and disposition.
- d. No later than two (2) business days after a site manager (employee or contract) has received a request for reasonable accommodation(s), the site manager shall forward the reasonable accommodation request(s) to the HACH's Section 504/ADA Administrator for review, processing and disposition.

4. Effective Communication Policy

- a. Upon the adoption of the amended ACOP, as referenced in Paragraph IV. (F)(1), the implementation of the Effective Communication Policy, attached as **Appendix D**, will commence. The **Effective Communication Policy**, attached as **Appendix D**, shall serve as a guide to HACH in developing its Effective Communication Policy and procedures. Within thirty (30) days following the Board's approval of the amended ACOP, HACH will disseminate the Effective Communication Policy to the HACH Employees as designated in **Appendix F**.
- b. Within thirty (30) days following the Board's approval of the amended ACOP, HACH will post a Notice of Effective Communication, including the name and contact information (including TDD/TTY number) of HACH's designated Section 504/ADA Administrator in prominent locations where applications are accepted, in on-site management offices, and in HACH offices where applicants, residents and members of the public transact business with HACH. HACH will also provide a notice on written correspondence, including notices of public meetings/hearings, advising persons with disabilities of HACH's Effective Communication Policy.

5. Residential Lease Agreement

- a. Upon the effective date of this Agreement, in the leasing or lease renewal of every UFAS-Accessible Unit, HACH shall enforce the provisions of HACH's **Residential Lease Agreement**, attached as **Appendix E**, that requires a resident without a disability to relocate to a vacant, non-accessible unit, at HACH's expense, within fifteen (15) days of notice by the HACH that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. *See HACH Residential Lease Agreement*, Paragraphs (7)(e)(3)-(5). *See also* 24 C.F.R. § 8.27.
- b. HACH's proposed, amended ACOP, submitted under Paragraph IV. (F)(1), above, shall include HACH's **Residential Lease Agreement**, attached as **Appendix E**, that requires a resident without a disability to relocate to a vacant, non-accessible unit, at HACH's expense, within fifteen (15) days of notice by the HACH that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

6. Preliminary Application

- a. HACH's proposed, amended ACOP, as referenced in Paragraph IV. (F)(1), shall include revisions to its **Preliminary Application**. The Preliminary Application will be revised to solicit information from applicants during the pre-application stage to assist HACH in evaluating the accessibility needs of its applicants with disabilities and further HACH's efforts in taking reasonable, non-discriminatory steps to maximize the utilization of its designated accessible units by individuals whose disability requires the accessibility features of a particular unit. *See* 24 C.F.R. § 8.27 (a) and 24 C.F.R. § 100.202 (c)(3). Specifically, the revised **Preliminary Application** will solicit the following inquiries of all applicants for HACH housing:

- (i) whether the applicant, or a member of the applicant's household, is an "individual with a disability";
- (ii) whether the applicant, or member of the applicant's household, needs an accessible unit and/or a unit with accessible feature(s).

7. Reporting Requirements:

- a. HACH shall develop and submit to HUD Quarterly Reports that track the implementation of the provisions of its amended ACOP, as referenced in Paragraph IV. (F)(1), above, and the policies and procedures revised pursuant to Paragraphs IV. (F)(1)-(6) of this Agreement, as follows:
 - (i) **Transfer & Occupancy Policies and Residential Lease Agreement:** Data showing: (1) each transfer of residents without disabilities out of accessible units; (2) each transfer of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by residents with disabilities; (4) the number of persons on the HACH waiting list who require accessible units; and (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit.
 - (ii) **Reasonable Accommodation Policy:** A narrative description of each reasonable accommodation request and/or inquiry, including: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the accommodation request(s) or inquiry; (4) if the request was rejected or changes made in the requested accommodation(s); and (5) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s) or transferring to an alternate, accessible unit.
- b. HACH will submit the reports, referenced in Paragraph IV. (F)(7), above, on a quarterly basis. The first Quarterly Report will be due on November 30, 2005; thereafter, quarterly reports will be due on February 28, 2006, May 31, 2006, etc. Subsequent reports are due at quarterly intervals for the duration of this Agreement.

G. PUBLICATION AND NOTICE

- 1. HACH will provide all notices, correspondence and/or communication disseminated under Paragraph IV. (G), in an alternate format, upon request. *See* 24 C.F.R. § 8.6.
- 2. Within thirty (30) days of the effective date of this Agreement, the HACH shall provide a copy of this Agreement to each HACH Manager and private management agent and each duly elected Resident's Council or resident organization.
- 3. **Employee Notification – Terms of Agreement:** Within thirty (30) days of the effective date of this Agreement, the Administrator shall distribute a letter to the current HACH employees, including contract employees, as designated in **Appendix F**. The letter will address: (1) the general provisions of this Agreement; and (2) HACH's responsibilities to comply with civil rights laws and regulations set forth in

this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities.

- a. The HACH shall maintain a signed and dated receipt for each HACH employee and contract employee that verifies that the individual received this letter. The HACH shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
 - b. Each new HACH employee, including contract employees, as designated in **Appendix F** or in any subsequent revision(s) to Appendix F made pursuant to the Section 504/ADA Administrator's annual review of Appendix F pursuant to Paragraph IV (H)(1)(b), below, will receive a copy of this letter, referenced in Paragraph IV. (G)(3), within ten (10) days of their entry date and will also provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement.
4. **Employee Notification – Reasonable Accommodation:** Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (F)(1), the Administrator shall distribute a letter to the current HACH employees, including contract employees, as designated in **Appendix F**. The letter will address: (1) the HACH's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the HACH's responsibility to comply with Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities; and, (3) provide a comprehensive explanation of reasonable accommodations.
 - a. The HACH shall maintain a signed and dated receipt for each HACH employee and contract employee that verifies that the individual received this letter. The HACH shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement.
 - b. Each new HACH employee, including contract employees, as designated in **Appendix F** or in any subsequent revision(s) to Appendix F made pursuant to the Section 504/ADA Administrator's annual review of Appendix F pursuant to Paragraph IV (H)(1)(b), below, will receive a copy of this letter, referenced in Paragraph IV. (G)(4), within ten (10) days of their entry date and will also provide a signed and dated receipt that will be retained in the individual's personnel file for the duration of this Agreement.
5. Within thirty (30) days of the implementation of the amended ACOP, as referenced in Paragraph IV. (F)(1), above, the HACH shall commence distribution of the revised Policies to each applicant or the applicant's designee at the time of lease signing and to each resident or the resident's designee during the annual re-certification.
6. Within fifteen (15) days following the completion of the HACH staff training referenced in Section IV. (H) (1) and (2) below, the HACH shall disseminate to each head of household or the designee, a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies. HACH will send the letter by U.S. Postal Service, first class pre-paid.

- a. For the duration of this Agreement, the HACH shall provide a refresher notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies to each head of household, or the resident's designee, at the time of annual re-certification. The HACH will provide each applicant with a copy of the most current notice.

7. **Reasonable Accommodation Letter to Residents:** Within thirty (30) days of HUD's approval of the amended ACOP, as referenced in Paragraph IV. (F)(1), above, the HACH will provide HUD, for its review and approval, a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all its residents or the resident's designee. HUD will approve or modify the letter within thirty (30) days of receipt.

- a. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (H) below, HACH will send the HUD-approved letter, referenced in Paragraph IV. (G)(7), by U.S. mail, first class postage pre-paid, to all heads of households or the resident's designee. The reasonable accommodation letter shall:
 - (i) advise residents of their right to request reasonable accommodations, including accessible features, at the HACH's expense consistent with the HACH's Reasonable Accommodation Policy, and to request information on their need for accessible features or fully accessible units;
 - (ii) include a list of different types of reasonable accommodations. [For example, reasonable accommodation(s) may include, but are not limited to, an accessible unit for individuals who use wheelchairs; grab bars in the bathroom; accessible door hardware; a roll-in shower; lowered counters in the kitchen; a ramp to the unit; accessible parking space; documentation from the HACH in an alternate format such as Braille, large print and/or audiocassette; effective communication for individuals with hearing disabilities such as a qualified sign language interpreter for public meetings, etc.] The HACH shall offer these tenants the option of remaining in their current unit while the HACH makes accessibility modifications; or, waiting to transfer at HACH's expense, upon availability, to another unit that is accessible and meets the unit size requirement of the respective tenant;
 - (iii) advise residents that if they previously made reasonable accommodations, including accessible features, at their personal expense, that they are entitled to the reimbursement of the funds expended, and that lease provisions prohibiting modifications to their unit do not apply to previously made reasonable accommodations. In addition, the reasonable accommodation letter will request information of reasonable costs incurred in making the modification(s), including supporting documentation, regarding accessibility features that the resident made with their personal funds;
 - (iv) provide a mechanism for answering resident questions relating to the reasonable accommodation letter and the HACH's Reasonable Accommodation Policy; and
 - (v) provide residents with the name, address, telephone and TTY/TDD numbers of the HACH's Section 504/ADA Administrator. The letter will also

request that residents call a dedicated number for the Section 504/ADA Administrator's Office to discuss their reasonable accommodation requests/inquiries.

H. EMPLOYEE EDUCATION

1. General:

- a. HACH shall train its current and new employees, including contract employees, who have contact with applicants and/or residents or whose job duties include tasks related to HACH compliance with this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, (including their respective implementing regulations and the accessibility standards applicable to each regulation). The job titles of those HACH employees, including contract employees, are set forth in **Appendix F**;
- b. HACH's Section 504/ADA Administrator will annually review **Appendix F** for purposes of identification of any additional HACH employees, including contract employees, who are required to receive training pursuant to the provisions of Paragraph IV. (H)(3).
- c. Within forty-five (45) days from the date that HACH seeks public comment on the amended ACOP, as referenced in Paragraph IV. (F)(1)(d), above, the HACH shall develop an educational program with a written curriculum, objectives and training schedule for HUD's review and approval;
- d. The educational program will include: (i) a comprehensive description of the required training; (ii) a curriculum that is a minimum of eight (8) hours in length; (iii) the proposed schedule for the training sessions; and (iv) the name, resume and/or curriculum vitae of each proposed trainer;
- e. HACH shall develop the educational programs, written curriculum, and training materials and conduct training sessions with the assistance of, or in consultation with, persons with expertise in training and addressing the needs of persons with disabilities;
- f. Within thirty (30) days of receipt, HUD will provide its approval, or comments to the HACH's proposed educational plan;
- g. The VCA Administrator shall maintain attendance logs for each training session conducted for the duration of this Agreement.

2. Current Employees

- a. The educational program will be provided to the HACH employees and contract employees, as designated in **Appendix F**, including, but not limited to, principal and administrative staff, housing managers, housing assistants, application/occupancy specialists, other admissions personnel, maintenance supervisors and staff, hearing officers, and other employees or contract employees involved with resident services, residents or members of the public. The training will provide notice of the HACH's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act,

the Architectural Barriers Act, and their respective implementing regulations and the accessibility standards applicable to each regulation;

- b. Within ninety (90) days of receipt of HUD's approval of the educational program, HACH shall complete all training for the current HACH employees and contract employees as designated in **Appendix F**;
- c. HACH will invite the HACH's Board of Commissioners and the Residents' Council to participate in the training.

3. **New Employees**

- a. Within sixty (60) days of each new employee's entry date of service, the HACH shall provide the HUD-approved educational program, referenced in Paragraph IV. (H)(1), above, to the new HACH employees and contract employees, as designated in **Appendix F** or in any subsequent revision(s) to Appendix F made pursuant to the Section 504/ADA Administrator's annual review of Appendix F pursuant to Paragraph IV (H)(1)(b);
- b. The training will inform the new employees of the HACH's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, and their respective implementing regulations as well as the accessibility requirements required by each regulation.

4. **Additional Training**

- a. In addition to the training for the HACH employees as referenced in Paragraphs IV. (H)(1)-(3), above, HACH will provide additional, specialized training to the HACH employees, including contract employees, as specified below:
 - (i) **HACH Architects, Development/Construction/Inspection Staff:**
Within one hundred eighty (180) days of the effective date of the Agreement, HACH will provide an additional eight (8) hours of training to HACH's Architects, Development, Construction & Inspection Staff. The additional training will focus on the technical requirements of Section 504, the Fair Housing Act, Title II of the ADA, including the accessibility requirements of the UFAS, the Fair Housing Act Accessibility Guidelines and the ADA Accessibility Standards;
 - (ii) **HACH Maintenance Staff, Admissions & Occupancy Staff and Resident Managers:**
HACH will provide an annual four (4) hour refresher course to HACH Maintenance Staff, Admissions & Occupancy Staff and Resident Managers. The annual refresher training will reiterate the HACH's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act, their respective implementing regulations and the accessibility standards applicable to each regulation. In addition, the annual training will provide a comprehensive explanation of reasonable accommodation(s) and remind employees of HACH's duty to provide reasonable accommodations to applicants and residents with disabilities.

5. Reporting

- a. The HACH shall submit Quarterly Reports to HUD that include a summary of progress toward developing the training programs and the dates the training sessions were conducted. For each date, the HACH shall indicate the number of persons trained and the general subject matter of the training.
- c. HACH will submit the Report on a quarterly basis. The first Quarterly Training Report will be due on November 30, 2005; thereafter, quarterly reports will be due on February 28, 2006; May 31, 2006, etc. Subsequent reports are due at quarterly intervals for the duration of this Agreement.

V. RECORDKEEPING REQUIREMENTS

- A. During the term of this Agreement, HACH shall maintain records, including those required under HUD program regulations, which disclose all individuals who apply for public housing assistance and the manner in which each application is resolved.
- B. During the term of this Agreement, HACH shall maintain all HACH resident files, including applications for residency, disability status, rental agreements or leases, notices and letters to residents, requests for reasonable accommodations, and notices of termination, along with any and all material relating to HACH's implementation of the Section 504 and ADA requirements of this Agreement.
- C. During the term of this Agreement, HACH shall maintain files containing documentation of its efforts to meet the following obligations of this Agreement: (1) UFAS-Accessible Unit Plan; (2) Non-Housing Program Accessibility Plan; (3) Main Administrative Office Accessibility Plan; (4) HACH Training Institute Accessibility Plan; (5) Needs Assessment; (6) Revised Policies implemented under the amended ACOP; (7) Employee Notification; and (8) Employee Education.
- D. During the term of this Agreement, HACH shall maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, including grievance process materials.
- E. Beginning one (1) year after the effective date of this Agreement, HACH shall provide an annual report on the disposition of the above claims, requests and grievances. Upon request, HACH also will make these records available for inspection to appropriate Department employees.

VI. REPORTING AND COMPLIANCE REQUIREMENTS

A. Upon the effective date of this Agreement:

- ❖ Mr. Horace Allison will serve as the VCA Administrator. *See* Paragraph IV. (A)(1);
- ❖ Ms. Kathryn Van Nostrand will serve as the Section 504/ADA Administrator. *See* Paragraph IV. (B)(2);

- ❖ In the leasing or lease renewal of every UFAS-Accessible Unit, HACH shall enforce the provisions of HACH's *Residential Lease Agreement*, attached as Appendix E, that requires a resident without a disability to relocate to a vacant, non-accessible unit, at HACH's expense, within fifteen (15) days of notice by the HACH that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit. *See* Paragraph IV. (F)(5)(a);
- B. Upon the effective date of this Agreement and for the duration of this Agreement, HACH shall:**
- ❖ maintain copies of all claims, investigative records, and requests for reasonable accommodations and its review materials and documents related to those requests, and grievance process materials. Upon request, HACH also will make these records available for inspection to appropriate Department employees. *See* Paragraph V. (D);
- C. Within thirty (30) days of the effective date of this Agreement, HACH shall:**
- ❖ provide a copy of this Agreement to each Manager, each private management agent and each duly elected Resident's council or resident organization, as referenced in Paragraph IV. (G)(2);
 - ❖ distribute a letter to all current HACH employees, including contract employees. The letter will address: (1) the general provisions of this Agreement; and (2) HACH's responsibilities to comply with civil rights laws and regulations set forth in this Agreement, including Section 504, Title II of the ADA and the Fair Housing Act, as referenced in Paragraph IV. (G)(3);
- D. Within sixty (60) days of the effective date of this Agreement:**
- ❖ **HACH shall** develop and submit a **Main Administrative Offices Accessibility Plan**, as referenced Paragraph IV. (D)(2). **HUD** will provide its approval or comments within **forty-five (45) days** of receipt;
 - ❖ **HACH shall** develop and maintain, using data collected from each property manager, a **Transfer List** that prioritizes the transfer of residents with disabilities over new admissions according to the priorities set forth in the amended ACOP. The Section 504/ADA Administrator will update and maintain the Transfer list on a monthly basis. *See* Paragraph IV. (F)(2)(b);
 - ❖ **HUD shall** conduct an on-site accessibility review of the HACH Training Institute located in Allen Parkway Village, Houston, Texas and provide HACH with an Accessibility Report that identifies any findings that are in non-compliance with UFAS and, where applicable, the ADA Accessibility Standards. *See* Paragraph IV. (D)(3)(a);
- E. Within ninety (90) days of the effective date of this Agreement, HACH shall:**
- ❖ submit a proposed, amended Admissions and Continued Occupancy Policy (ACOP) to HUD for its review and approval; **HUD** will provide its approval, or comments, to the proposed, amended ACOP **within forty-five (45) days of receipt; Within thirty (30) days of HUD's approval** of the proposed, amended ACOP, **HACH shall** submit the amended ACOP to the HACH Board for public comment pursuant to 24 C.F.R. Part 960. *See* Paragraphs IV. (F)(1)(a), (c) and (d);

- F. Within one-hundred twenty (120) days of the effective date of this Agreement,** HACH shall:
- ❖ submit a **UFAS-Accessible Unit Plan** to construct or convert a minimum of 5%, or **One Hundred Eighty (180)** UFAS-Accessible Housing Units. **HUD** will provide its approval or comments within **forty-five (45)** days of receipt of both the **UFAS-Accessible Unit Plan** and **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1). *See* Paragraph IV. (C)(2)(a);
 - ❖ submit, for HUD review and approval, the name, qualifications and experience of an independent third-party organization with whom HACH proposes to contract for the review and certification of the Section 504/ADA modifications made pursuant to this Agreement. **HUD** will provide its approval, or comments, within **thirty (30) days** of HACH's submission of the proposed third-party organization, as referenced in Paragraph IV. (C)(3)(a);
 - ❖ submit a **Non-Housing Program Accessibility Plan**, as referenced in Paragraph IV. (D)(1)(a); **HUD** will provide its approval, or comments, within **forty-five (45) days** of receipt of both the **Non-Housing Program Accessibility Plan** and UFAS-Accessibility Unit Plan, as referenced in Paragraph IV. (C)(2)(a);
- G. Within one hundred eighty (180) days of the effective date of this Agreement,** HACH shall:
- ❖ provide an additional eight (8) hours of training to HACH's Architects, Development, Construction and Inspection Staff. The additional training will focus on the technical requirements of Section 504, the Fair Housing Act, Title II of the ADA, including the accessibility requirements of the UFAS, the Fair Housing Act and the ADA Accessibility Standards. *See* Paragraph IV. (H)(4)(a)(i).
- H. Beginning November 30, 2005 and thereafter (December 31, 2005; January 31, 2006; February 28, 2006, etc.),** HACH shall:
- ❖ submit **monthly status reports** describing HACH's efforts in conducting and completing its **Section 504 Needs Assessment**, as referenced in Paragraph IV. (E)(2).
- I. Upon the adoption of the amended ACOP, as referenced in Paragraph IV. (F)(1),** HACH shall:
- ❖ implement the **Reasonable Accommodation Policy**, attached as Appendix C, and HACH's Section 504/ADA Administrator will centralize the HACH's reasonable accommodation process for applicants, residents and members of the public who participate in HACH programs. *See* Paragraphs IV. (F)(3)(a) and (c);
 - ❖ develop and maintain a **Reasonable Accommodation Log** that documents each reasonable accommodation request received. The **Reasonable Accommodation Log** will maintain documentation on the following: (1) date and time of the request or inquiry; (2) nature of the request or inquiry; (3) action taken on the accommodation request or inquiry; (4) if the request was rejected or changes made in the reasonable accommodation request(s); and (5) documentation reflecting the disposition of the request. *See* Paragraph IV. (F)(3)(b). **Each on-site property manager** will maintain a

Reasonable Accommodation Log that includes; (1) the date and time the reasonable accommodation request was received; and (2) the date and time the site manager referred the reasonable accommodation request to the Section 504/ADA Administrator for processing and disposition. *See* Paragraph IV. (F)(3)(c);

- ❖ implement the **Effective Communication Policy**, attached as Appendix D. *See* Paragraph IV. (F)(4)(a).

J. Within fifteen (15) days following the completion of the HACH staff training as referenced in Paragraph IV. (H), HACH shall:

- ❖ disseminate to each head of household or the designee a notice that provides a description of this Agreement and a brief explanation of the Reasonable Accommodation and Effective Communication Policies, as referenced in Paragraph IV. (G)(6).

K. Within thirty (30) days following HUD's approval of the UFAS-Accessible Unit Plan, referenced in Paragraph IV. (C)(2), HACH shall:

- ❖ commence the construction or conversion of the UFAS-Accessible Units, as referenced in Paragraph IV. (C)(1)(a), (b) and (c).

L. Within thirty (30) days of HACH's receipt of HUD's Accessibility Report as referenced in Paragraph IV. (D)(3)(a), HACH shall:

- ❖ respond in writing outlining how HACH will correct all findings of non-compliance. If HACH believes that resolution of an accessibility modification would require more than sixty (60) days from the date HACH received HUD's Accessibility Report, HACH shall provide HUD with detailed information regarding the proposed resolution(s) and a projected deadline for resolution of the outstanding accessibility modification(s). *See* Paragraph IV. (D)(3)(b)

M. Within thirty (30) days following HUD's approval of the amended ACOP, as referenced in Paragraph IV. (F)(1), HACH shall:

- ❖ provide HUD, for its review and approval, a **draft Reasonable Accommodation Letter** describing the Reasonable Accommodation Policy; **HUD will** approve or modify the draft reasonable accommodation letter **within thirty (30) days of receipt**. *See* Paragraph IV. (G)(7).

N. Within thirty (30) days following the Board's approval of the amended ACOP, as referenced in Paragraph IV. (F)(1), HACH shall:

- ❖ fully adopt and implement the provisions of the amended ACOP, as referenced in Paragraph IV. (F)(1)(e);
- ❖ disseminate the **Effective Communication Policy**, attached as Appendix D, to the HACH Employees as designated in Appendix F. *See* Paragraph IV. (F)(4)(a);
- ❖ post the **Notice of Effective Communication**, including the name and contact information (including TDD/TTY Number) of HACH's Section 504/ADA Administrator in prominent locations where applications are accepted, in on-site management offices and in HACH offices where applicants, residents and members of the public transact

business with HACH. HACH will also provide a notice on written correspondence, including notices of public meetings/hearings, advising persons with disabilities of HACH's Effective Communication Policy. *See* Paragraph IV. (F)(4)(b);

- ❖ distribute a letter to all current HACH employees, including contract employees, designated in Appendix F. The letter will address: (1) the HACH's responsibilities to comply with civil rights laws and regulations set forth in this Agreement; (2) the HACH's responsibility to comply with Section 504, Title II of the ADA and the Fair Housing Act, including the responsibility to provide reasonable accommodations to persons with disabilities; and (3) provide a comprehensive explanation of reasonable accommodations. *See* Paragraph IV. (G)(4);
- ❖ commence distribution of the revised Policies, referenced in Paragraph IV. (F), to each applicant or the applicant's designee at the time of lease signing and to each resident or the resident's designee during the annual re-certification. *See* Paragraph IV. (G)(5);
- ❖ provide HUD with a draft reasonable accommodation letter describing the Reasonable Accommodation Policy to be distributed to all HACH residents or the resident's designee. **HUD will** approve or modify the letter within thirty (30) days of receipt. *See* Paragraph IV. (G)(7).

O. Within thirty (30) days following completion of modifications at HACH's Administrative Office, as referenced in Paragraph IV. (D)(2), HACH shall:

- ❖ provide certification, through the HUD-approved independent third-party organization, as referenced in Paragraph IV. (C)(3)(a), that HACH's Administrative Offices comply with the accessibility requirements of the UFAS, and, where applicable, the ADA Accessibility Standards. *See* Paragraph IV. (D)(2)(g).

P. Within thirty (30) days of completion of the staff training referenced in Paragraph IV. (H), HACH shall:

- ❖ send the HUD-approved **Reasonable Accommodation Letter**, referenced in Paragraph IV. (G)(7), to all heads of household or the resident's designee, as referenced in Paragraph IV. (G)(7)(a).

Q. Within forty-five (45) days of HUD's approval of HACH's Needs Assessment, as referenced in Paragraph IV. (E)(1), HUD shall:

- ❖ determine whether it will amend upward the percentage of units (five percent (5%)) as identified in Paragraphs IV. (C)(1) and (2), that the HACH must make UFAS-accessible. *See* Paragraph IV. (E)(4).

R. Within forty-five (45) days of the date HACH sought public comment on the amended ACOP, as referenced in Paragraph IV. (F)(1)(d), HACH shall:

- ❖ develop an **Educational Program for Current and New Employees**, as referenced in Paragraphs IV. (H)(1). *See* Paragraph IV. (H)(1)(c). HUD shall provide its approval or comments within thirty (30) days of receipt. *See* Paragraph IV. (H)(1)(f).

- S. **Within sixty (60) days of HACH's receipt of HUD's Accessibility Report, as referenced in Paragraph IV. (D)(3)(a),** HACH will:
- ❖ complete the accessibility modifications required to address the findings of HUD's Accessibility Report unless HACH believes that resolution of an accessibility modification would require more than sixty (60) days from the date HACH received HUD's Accessibility Report. In this case, HACH shall provide HUD with detailed information regarding the proposed resolution(s) and a projected deadline for resolution of the outstanding accessibility modification(s). *See Paragraphs IV. (D)(3)(b) and (c).*
- T. **Within ninety (90) days following HACH's completion of the UFAS-Accessible Units, as referenced in Paragraphs IV. (C)(1) and (2),** HACH shall:
- ❖ provide written certification through the HUD-approved independent third-party organization that the UFAS-Accessible Units, including accessibility to Non-Housing Programs, comply with the requirements of UFAS, PIH Notice 2003-31 (HA), and, where applicable, the ADA Accessibility Standards. *See Paragraph IV. (C)(3)(c).*
- U. **Within ninety (90) days of receipt of HUD's approval of the educational program,** HACH shall:
- ❖ complete all training for the current HACH employees and contract employees as designated in Appendix F. *See Paragraph IV. (H)(2)(b).*
- V. **Within one hundred eighty (180) days of adoption of the amended ACOP, as referenced in Paragraph IV. (F)(1)(e),** HACH shall:
- ❖ submit a **Section 504 Needs Assessment**, as referenced in Paragraph IV (E); **HUD** will provide its approval or comments within **forty-five (45)** days of receipt. *See Paragraph IV. (E)(1).*
- W. **Within four (4) years of the effective date of this Agreement** HACH shall:
- ❖ demonstrate the completion of the construction or conversion of **One Hundred Eighty (180) Total Housing Units**, as described in Paragraph IV. (C)(1). The annual production of UFAS-Accessible Units will occur at the following rate:
 - thirty-five (35) units, described in Paragraph IV. (C)(1), no later than one (1) year from the effective date of the Agreement;
 - an additional fifty (50) units, described in Paragraph IV. (C)(1), no later than two (2) years from the effective date of the Agreement;
 - an additional fifty (50) units, described in Paragraph IV. (C)(1), no later than three (3) years from the effective date of the Agreement; and
 - an additional forty-five (45) units, described in Paragraph IV. (C)(1), no later than four (4) years from the effective date of the Agreement.
- X. **For the duration of the Agreement,** HACH shall:
- ❖ designate an Acting VCA Administrator within fourteen (14) days of the resignation or termination of the VCA Administrator, as referenced in Paragraph IV. (A)(5);

- ❖ designate an Acting Section 504/ADA Administrator within fourteen (14) days of the resignation or termination of the Section 504/ADA Administrator, as referenced in Paragraph IV. (B)(3);
- ❖ select a new VCA Administrator within sixty (60) days of the termination or resignation of the VCA Administrator, as referenced in Paragraph IV. (A)(6);
- ❖ select a new Section 504/ADA Administrator within ninety (90) days of the termination or resignation of the Section 504/ADA Administrator, as referenced in Paragraph IV. (B)(4);
- ❖ maintain a signed and dated receipt for each HACH employee and contract employee that verifies that the individual received the letter notifying employees regarding the terms of this Agreement, as referenced in Paragraph IV. (G)(3). The HACH shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (G)(3)(a);
- ❖ provide each new HACH employee, including contract employees, a copy of the letter notifying employees regarding the terms of this Agreement, as referenced in Paragraph IV. (G)(3), within ten (10) days of their entry date and will also retain a signed and dated receipt in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (G)(3)(b);
- ❖ maintain a signed and dated receipt for each HACH employee and contract employee that verifies that the individual received the **Reasonable Accommodation Letter**, referenced in Paragraph IV. (G)(4). The HACH shall retain copies of the signed and dated receipts in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (G)(4)(a);
- ❖ provide each new HACH employee, including contract employees, as designated in Appendix F, a copy of the **Reasonable Accommodation Letter**, referenced in Paragraph IV. (G)(4), within ten (10) days of their entry date and will also retain a signed and dated receipt in the individual's personnel file for the duration of this Agreement. *See* Paragraph IV. (G)(4)(b);
- ❖ maintain attendance logs for each training session conducted for current and new HACH employees, as referenced in Paragraph IV. (H). *See* Paragraph IV. (H)(1)(b)(v);
- ❖ provide all new HACH employees, including contract employees, as designated in Appendix F, **within ten (10) days of their entry date**, with a copy of the letter referenced in Paragraph IV. (G)(3) and (4). *See* Paragraphs IV. (G)(3)(b) and (G)(4)(b);
- ❖ provide the educational program to all new employees and contract employees, as designated in Appendix F, within sixty (60) days of their entry date of service as referenced in Paragraph IV. (H). *See* Paragraph IV. (H)(3)(a);
- ❖ provide a refresher notice to each head of household or the resident's designee at the time of annual re-certification that describes this Agreement and a brief explanation of the Reasonable Accommodation Policy, as referenced in Paragraph IV. (G)(6)(a);
- ❖ provide an annual four (4) hour refresher course to HACH Maintenance Staff, Admissions & Occupancy Staff and Resident Managers. The annual refresher training

will reiterate the HACH's duties, responsibilities and procedures under this Agreement, Section 504, the ADA, the Fair Housing Act, the Architectural Barriers Act and their respective implementing regulations. In addition, the training will also provide a comprehensive explanation of reasonable accommodation(s) and remind employees of HACH's duty to provide reasonable accommodations to applicants and residents with disabilities. *See* Paragraph IV. (H)(4)(a)(ii).

Y. Quarterly Reports:

For purposes of this Agreement, each Quarterly Report will cover the time period of the quarter ending on the last day of the month before the end of the quarter. [For example, if the Quarterly Report is due on November 30, 2005, the Quarterly Report will cover the period from August 1, 2005 through October 31, 2005.]

❖ **Beginning November 30, 2005, and at quarterly intervals for the duration of the Agreement (i.e., February 28, 2006, May 31, 2006, etc.), HACH shall:**

- submit a quarterly **UFAS-Accessible Unit Plan Report**, as referenced in Paragraphs IV. (C)(4)(a)-(c). The quarterly UFAS Accessible Unit Plan report will contain the following information: (1) the number of UFAS-Accessible Units for which funds have been reserved; (2) the physical work that has been undertaken by development name and complete unit address; and (3) the physical work that has been completed by development name and complete unit address. The quarterly report will also provide, for each completed unit, an independent verification of UFAS compliance by development and bedroom size. The quarterly report will include unit counts for the given reporting period and cumulatively from the effective date of this Agreement;
- submit a quarterly **Transfer and Occupancy Report** that reflects: (1) each transfer of residents without disabilities out of accessible units; (2) each transfer of applicants and residents with disabilities into accessible units; (3) the occupancy of accessible units by residents with disabilities; (4) the number of persons on the HACH waiting list who require accessible units; and (5) the total number of accessible units specifying the number that are vacant and the number occupied by residents who do not require the accessible features of the unit. *See* Paragraph IV. (F)(7)(a)(i);
- submit a quarterly **Reasonable Accommodation Report** which provides a narrative description of each reasonable accommodation request and/or inquiry. The Quarterly Report will include: (i) date and time of the request or inquiry; (ii) nature of the request or inquiry; (iii) action taken on the accommodation request(s) or inquiry; (iv) if the request was rejected or changes made in the requested accommodation(s); and (v) documentation reflecting the disposition of the requests. The narrative will also reflect any preference(s) indicated by a resident for either remaining in the current unit during modification(s); or transferring to an alternate, accessible unit. *See* Paragraph IV. (F)(7)(a)(ii);
- provide HUD with quarterly reports that include a summary of progress toward developing the training programs and the dates the training sessions were conducted. For each date, the HACH shall indicate the number of persons trained and the general subject matter of the training. *See* Paragraphs IV. (H)(5)(a) and (b).

- Z.** During the first year after the effective date of this Agreement, HUD shall conduct quarterly meetings with HACH to review HACH's progress in complying with the requirements of the VCA. Thereafter, HUD and HACH shall conduct annual meetings to review the progress of the VCA. *See* Paragraph VII. (A).
- AA.** Beginning one (1) year after the effective date of this Agreement, HACH shall provide an annual report on the disposition of all claims, investigative records and requests for reasonable accommodations and its review materials and documents related to those requests, including grievance process materials. *See* Paragraphs V. (D) and (E).

VII. IMPLEMENTATION, MONITORING, AND ENFORCEMENT

- A.** HUD will monitor HACH's implementation of this Agreement. During the first year after the effective date of this Agreement, HUD and HACH will meet quarterly to discuss the HACH's progress towards meeting the requirements of this Agreement. Thereafter, at its discretion, HUD may convene meetings with HACH's Executive Director, Voluntary Compliance Agreement Administrator, Section 504/ADA Administrator and/or other appropriate HACH personnel, with notice to the Executive Director, to discuss progress with implementing the terms of this Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B.** In the event that HACH fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce the terms of this Agreement by any contractual, statutory or regulatory remedy available to HUD.
- C.** Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, HUD's failure to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of HACH under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A.** The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner as outlined below:
1. Upon a finding of non-compliance, HUD will provide HACH with a reasonable opportunity to resolve or cure the alleged non-compliance. Specifically, HUD will provide HACH with a written statement outlining the alleged non-compliance and a reasonable opportunity to resolve or cure the alleged non-compliance.
 2. Within forty-five (45) days of HACH's receipt of HUD's statement outlining the alleged non-compliance, HACH will notify HUD of the actions it has taken to resolve or cure the non-compliance. During this time period, HUD will provide HACH an opportunity to negotiate in good faith with HUD concerning corrective actions relating to the findings of non-compliance.

3. HUD will evaluate HACH's resolution actions and determine if HACH has successfully resolved or cured the non-compliance.
 - a. If HUD determines HACH has successfully resolved or cured the non-compliance, HUD will write HACH a letter so indicating.
 - b. If HUD determines that HACH has not satisfactorily resolved or cured the findings of non-compliance, HUD will either refer the matter to HUD's Administrative Law Judge for mediation or, in the alternative, take any of the actions described in Section VIII. (B) below.
- B. If the Department determines that HACH has not satisfactorily resolved the findings of non-compliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
1. Any act(s) or omission(s) by an HACH employee who violates the terms of this Agreement may serve as grounds for HUD's imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the annual contributions contract (ACC) with respect to some or all of HACH's functions.
 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's withholding some or all of HACH's Capital Fund Program funding. 24 C.F.R. § 968.335.
 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny HACH high performer status. 24 C.F.R. § 901.115(e).
 5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
 6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
 7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
- C. The acts set forth in this Section VIII. are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

Housing Authority of the City of Houston:

Ernie Etuk
Executive Director

Date

Housing Authority of the City of Houston:

Laura Ramirez Jaramillo
Board Chairperson

Date

For the U.S. Department of Housing and Urban Development:

Jon L. Gant
Deputy Assistant Secretary for
Enforcement and Programs
Office of Fair Housing and
Equal Opportunity

Date

Milan Ozdinec
Acting Deputy Assistant Secretary for
Public Housing and Voucher Programs
Office of Public and Indian Housing

Date

Garry L. Sweeney
Director, Office of Fair Housing and
Equal Opportunity – Fort Worth

Date